

CITY OF MOUNTAIN VIEW

REQUEST FOR PROPOSALS (RFP) No. R181036

FOR

MULTIFUNCTION COPIER EQUIPMENT

RFP DATE: 12/15/2017

PROPOSAL DUE DATE AND TIME: JANUARY 10, 2018 BY 4:00 PM PACIFIC TIME

TO

FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, PURCHASING SECTION 500 Castro Street, Second Floor Mountain View, CA 94041

POINT OF CONTACT FOR QUESTIONS REGARDING THIS RFP:

Chris Hartje, Supervising Buyer Telephone: 650-903-6324 Chris.Hartje@mountainview.gov

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I. INTRODUCTION

The City of Mountain View (City) is located in the heart of the Silicon Valley, 10 miles north of San Jose, California, and 35 miles south of San Francisco, California. The City is just over 12 square miles and is home to more than 75,000 residents. The City is very diverse and consists of many national and international companies as well as numerous small businesses.

• Governance Council/Manager form of government

with a seven-member council

• Clientele Estimated population of 77,925

• Service Area 12.2 square miles

• Employees 618 full-time equivalents representing 11

departments

• Fiscal Year 2017-18 Budget General Operating Fund — \$125.2 million

II. RFP PROCESS

- A. <u>INVITATION TO RESPOND</u>. The City is hereby soliciting proposals for multifunction copier equipment in accordance with the terms, conditions, and instructions as set forth in this RFP. The City intends to make an award to a Contractor (selected proposer) who delivers the best overall value to the City considering the evaluation factors provided herein.
- B. <u>ISSUING OFFICE</u>. The Finance and Administrative Services Department, Purchasing Section, is the issuing office for the City. Proposers who do not notify the City with this information when contacting the City assume complete responsibility in the event that they do not receive communications prior to the closing date.
- C. <u>QUESTIONS</u>. Please e-mail the Point of Contact (POC) Chris Hartje via e-mail at <u>Chris.Hartje@mountainview.gov</u> if there are any questions regarding the RFP solicitation and process. Respondents and individuals associated with their firm shall not contact City employees, their Contractors, or elected City officials outside of the process identified.
 - 1. Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Please e-mail any requests for clarification or additional information to the POC by the date listed in

- the RFP Schedule. Requests should contain the following: "Questions: Multifunction Copier Equipment RFP" in the subject line. It is incumbent upon Proposers to verify City receipt of their questions.
- 2. All questions will be answered in writing. Both questions and answers will be distributed, without identification, to all Proposers who are on record with the City as having received this RFP via an addendum. No oral communications can be relied upon for this RFP.
- 3. To the extent that a question causes a change to any part of this RFP, an addendum will be issued addressing such changes.
- D. <u>PROPOSED SCHEDULE</u>. The following table outlines the City's planned schedule of activities related to the RFP. All times referenced are in Pacific Time. The City reserves the right to amend the schedule as necessary.

RFP Issued	December 15, 2017
Preproposal Conference	N/A
Deadline for Questions, Clarifications	December 21, 2017
City Response/Clarifications Provided	December 22, 2017
Proposals Due	January 10, 2018 at 4:00 p.m. local
	time
Product Demo (if required)	January 23 and 24, 2018
Selection and Negotiation	End of January 2018
Contract Awarded	First week of February 2018

E. SUBMISSION OF PROPOSALS.

- 1. Proposals must be:
 - a. Submitted in the format set forth herein.
 - Made in the official name of the firm or individual under which the Proposer's business is conducted (including the official business address).
 - c. Signed, using the cover page, by a person duly authorized to submit a proposal.
 - d. Submitted in envelopes clearly marked with the assigned RFP title and closing date/time referenced on the outside of the envelope (lower left corner).

- e. Addressed to the POC, as identified in this RFP.
- f. Submit one (1) original and two (2) hard copies of the proposal, including all attachments. In addition, one (1) electronic copy of proposer's entire presentation is required on a USB flash drive.

2. Proposal Format:

- a. <u>Section 1</u>—Cover Sheet, provided, Attachment B. Additionally, provide an Executive Summary to include firm background, experience, financial viability, commitment to customer service, and ability to meet RFP requirements.
- b. <u>Section 2</u>—Proposal Costs, on form provided, Price Proposal Form Attachment C. Include the proposed costs to provide the services desired as well as any other cost and price information with a not-to-exceed amount. The City does not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits.
- c. <u>Section 3</u>—References, minimum of three (3) from projects of similar scope, on form provided, Attachment D.
- d. <u>Section 4</u>—Exceptions, on form provided, Attachment D. Discuss any exceptions or requested changes to the RFP requirements and conditions. If no exceptions are noted, it is assumed the proposer will accept all conditions and requirements of the RFP.
- e. <u>Section 5</u>—Insurance Certificate, copy of evidence of insurance as requested in RFP Standard Terms and Conditions, Section III. L, on Page 10.
- F. <u>CLOSING DATE</u>. Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the proposals. The names of proposers will not be released until announcement of award.
- G. <u>LATE SUBMISSIONS</u>. Proposers mailing proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of proposers. Any proposal, modifications to proposals, request for withdrawal of proposals, or best and final offers (BAFO) arriving after the closing date and time are late and will not be considered unless the

Purchasing Agent determines that accepting the late proposal would not unduly delay the acquisition, and:

- If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the City's infrastructure not later than the specified time; or
- 2. There is acceptable evidence to establish that it was received at the City location designated for receipt of proposals and was under the City's control prior to the time set for receipt of proposals; or
- 3. It was the only proposal received.
- H. <u>ECONOMY OF PREPARATION</u>. Proposers will prepare each proposal simply and economically, providing a straightforward, concise description of proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- I. <u>FIRM PRICES</u>. All quotes will be held firm for a minimum of sixty (60) days after the bid due date listed above to allow adequate time for the City to consider each bid and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this bid by the City, the Contractor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument, or document shall in no way relieve Contractor from any obligation in respect to this bid. After award, pricing shall be held firm through the duration of the agreement.
- J. <u>PROPRIETARY/CONFIDENTIAL INFORMATION</u>. Any information submitted with a Proposal is a public record subject to disclosure unless a specific exemption applies. If a proposer submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the proposer's obligation and expense to defend any legal challenges seeking to obtain said information. The City will incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."
- K. <u>PROPOSAL MATERIAL OWNERSHIP</u>. All material submitted regarding and in response to this RFP becomes the property of the City and will only be returned to the proposer at the City's option. Any person may request and

review Proposals submitted after final award has been made. The City has the right to use any or all information presented in reply to this request, subject to limitations outlined above in "Proprietary/Confidential Information." Disqualification of a proposer does not eliminate this right.

- L. <u>MULTIPLE/ALTERNATIVE PROPOSALS</u>. Proposers may submit more than one proposal to reflect alternative business solutions, software packages, or hardware platforms. However only one proposal should be identified as the proposer's "Primary Proposal" and all others should be identified as "Alternative Proposal." To facilitate evaluation, all proposals submitted must follow the format listed herein. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.
- M. <u>ACCEPTABILITY OF PROPOSALS</u>. The Purchasing Agent will determine which proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a proposal. The Purchasing Agent will have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Purchasing Agent may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the city's best interest.

The City may accept other than the lowest priced offer. The City may conduct discussions with proposers in any manner deemed necessary to best serve the interests of the City. The Purchasing Agent may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Purchasing Agent may reject in whole or in part any and all Proposals if such is in the City's interest.

Upon award, the contents of the response of the successful proposal will become contractual obligations. Failure of the proposer to accept these obligations in a subsequent purchase agreement, purchase order, or contract may result in cancellation of further negotiations.

- N. <u>CLARIFICATIONS</u>. The City reserves the right to obtain clarification of any point in a proposer's submittal or to obtain additional information necessary to properly evaluate a particular response. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of the Proposer's proposal.
- O. <u>PROPOSAL EVALUATION AND SELECTION</u>. The City will evaluate proposals and may select one Contractor or multiple Contractors to provide

the requested services. The contract award will be made to the responsible Contractor(s) whose proposal(s) is (are) determined to provide the overall best value to the City, considering the evaluation criteria, including price. The various qualitative and quantitative criteria that will be used by the evaluation committee to review and rate proposals includes, but is not limited to, the following:

- 1. Proposer's experience, especially with public agencies, including the experience of staff to be assigned to this project, in engagements of similar scope, and complexity.
- 2. Work plan or project approach, meeting the RFP requirements.
- 3. Past performance, litigation, references, customer service.
- 4. Adherence to the requirement of the RFP.
- 5. Proposed timeline.
- 6. Warranty of hardware.
- 7. Support and maintenance offered.
- 8. Total cost to the City.
- 9. Any other factors as solely determined by the City to be in the City's best interest.

The City's evaluation team may request site visits for the purpose of evaluating Proposal solutions at an installed location. The City's evaluation team may request additional technical assistance from any source.

P. ORAL PRESENTATIONS AND SITE VISITS. Proposers should be prepared to discuss and substantiate any of the areas of the proposals submitted, as well as its qualifications to furnish the specified product and/or services. Please be advised that there is the possibility for a request of an interview, demonstration, presentation, or site visit to other comparable operations. However, the Proposer shall not rely on the possibility of such a request and must submit a complete and comprehensive written response to this RFP. The City will not be charged any fees associated with the proposer's cost to give requested presentations, demonstrations, or conducting of site visits.

- Q. <u>NEGOTIATIONS</u>. The City may accept the proposal which it determines to serve the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on the ability or opportunity to discuss, negotiate and/or adjust their proposal. The Purchasing Agent may advise proposers selected as finalists to submit a Best and Final Offer (BAFO) for consideration.
- R. <u>EVIDENCE OF RESPONSIBILITY</u>. Prior to the award of a contract pursuant to this RFP, the City may require the proposer to submit such additional information bearing upon the proposer's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.
- S. <u>SUBMITTALS REQUIRED UPON PROVISIONAL AWARD</u>. Failure to provide the required submittals upon provisional award, within the time period specified, may be cause for the provisional award to be voided and the proposal to be rejected as nonresponsive.
 - 1. Insurance requirements as specified in Section III, Paragraph L.
 - 2. City of Mountain View Business License, per Section III, Paragraph S.
 - 3. <u>Completed IRS Form (W-9)</u>, if not currently on file.
- T. <u>INCURRED EXPENSES</u>. The City will not be responsible for any expenses incurred by proposers in preparing and submitting a proposal to this RFP, or associated actions (e.g., attendance to preproposal conference, interviews, demonstrations, presentations, etc.).
- U. <u>CITY'S RIGHTS</u>. The City reserves the right to cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to this RFP when such action is determined to be in the best interest to the City as determined solely by the City. The City also reserves the unilateral right to award a contract in whole or in part; to award a contract to one or more proposers; to waive or permit cure of minor irregularities; and to conduct discussions with proposers in any manner necessary.
- V. <u>NEWS RELEASES/ADVERTISING</u>. News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior written approval of the City.

W. <u>CONFIDENTIALITY – CITY INFORMATION</u>. Contractor shall instruct its employees and the employees of any subcontractors to keep as confidential information concerning the business of the City, its financial affairs, its relations with its citizens, and its employees, as well as any other information which may be specifically classified as confidential by the City.

III. STANDARD TERMS AND CONDITIONS

The City's standard terms and conditions will be included in any final agreement. These terms do not represent the complete terms of a potential agreement that might be negotiated with a Contractor selected to proceed to that phase of the project; however, terms and conditions that would be included, but not limited to, such an agreement, are as follows:

- A. <u>PAYMENT TERMS</u>. The City's payment terms are, at a minimum, net thirty (30) days after Acceptance of service or delivery of goods and receipt of an accurate invoice, whichever occurs later. The Contractor's invoice must match the unit prices listed in the Purchase Order (PO) and must include the City authorized PO number. Proposers may offer discounted payment terms and those should be listed on the proposer's response which City may accept at its discretion.
- B. <u>TIME OF DELIVERY/COMPLETION</u>. Time is of the essence. The Contractor shall deliver all goods or complete all services called for under this RFP within the number of working/calendar days or by the date specified for completion in this RFP, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination.
- C. <u>FREIGHT AND TAX</u>. Prices quoted shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location. Freight or Shipping charges (separate from handling) as well as California sales or use tax, if applicable, must be shown on the invoice as a separate line item.
- D. <u>FIRM PRICES</u>. All proposed prices will be held firm for a minimum of sixty (60) days after the proposal due date listed above to allow adequate time for the City to consider each proposal and make an award. Any discrepancy between the unit price and the extended or total price will be determined by taking the lower price. Upon receipt of the proposal by the City, the Contractor will be presumed to be thoroughly familiar with all the aspects of this RFP, including sites, specifications and all requirements of this RFP. The

failure or omission to examine any location, equipment, form, instrument, or document will in no way relieve Contractor from any obligation in respect to this bid. After award, pricing shall be held firm through the duration of the agreement.

- E. <u>INSPECTION; ACCEPTANCE OF GOODS AND SERVICES</u>. All goods and services are subject to final inspection and acceptance by City. City may reject any goods and services which are not in accordance with the City-authorized PO. Acceptance of all goods and services shall occur only after City has had a reasonable time for inspection following delivery of goods or completion of services.
- F. OWNERSHIP AND COLLUSION/FINANCIAL INTEREST BY CITY EMPLOYEES. The Contractor confirms, by signing the proposal, that he/she has not, directly or indirectly, been collusive with any other Contractor or anyone else interested in this RFP. Pursuant to Section 706 of the City of Mountain View Charter, no City officer or employee shall have a financial interest, either directly or indirectly, in any contract, sale, purchase, or lease to which the City is a party.
- G. <u>ASSIGNMENT</u>. This Agreement, nor any part of this Agreement, may be assigned without the written consent of the City.
- H. <u>TERMINATION</u>. Any PO issued as a result of this RFP may be terminated by the City for breach of contract with thirty (30) days' written notice to Contractor. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis. In no event shall said fees exceed the maximum compensation established in the PO.
- I. <u>APPROPRIATION OF FUNDS</u>. Any PO issued as a result of this RFP may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this RFP after each July 1.
- J. <u>NONDISCRIMINATION</u>. Contractor will afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.
- K. <u>APPLICABLE LAWS AND ATTORNEYS' FEES</u>. This Agreement will be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or

to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

L. INSURANCE REQUIREMENTS.

- 1. Commercial General Liability Insurance. Contractor shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. Contractor's insurance coverage shall be written on an occurrence basis.
- 2. Automobile Liability Insurance. Contractor shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.
- Workers' Compensation Insurance. \boxtimes Required Not Required

If required, Contractor shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

Or

3.

Required Not Required

If required, Contractor is an individual or a company that has entered, or will be entering, into an agreement with City to provide goods or services.

Contractor is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and Contractor maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

- In addition, during the term of any work for City under said Agreement: (1) Contractor will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should Contractor become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, Contractor shall forthwith comply with those provisions and send evidence of financial compliance to City.
- 4. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's Rating of A:VII unless otherwise acceptable to City.
- 5. <u>Verification of Coverage</u>. Insurance, deductibles, or self-insurance retentions shall be subject to City's approval. Original Certificates of Insurance with endorsements shall be received and approved by City before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to City or increase the duration of the project.

6. Other Insurance Provisions.

- a. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- b. The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 2026, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by City's Risk Manager for Commercial General and Automobile Liability coverage.
- c. For any claims related to Contractor's services pursuant to this Agreement, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall not contribute to it.

- d. Contractor grants City a waiver of any rights to subrogation which any insurer of Contractor may acquire against City by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.
- e. Contractor shall provide thirty (30) days' notice to City in the event of cancellation or modification to the stipulated insurance coverage.
- f. In the event Contractor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of Contractor to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.
- g. Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.
- h. If, for any reason, Contractor fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- M. <u>HOLD HARMLESS</u>. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from Contractor or Contractor's contractors, subcontractors, agents, or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Contractor shall employ competent counsel, reasonably acceptable to the City Attorney.
- N. GUARANTEE. The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The

warranty period shall begin upon acceptance by the City. At a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Contractor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, Contractor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Contractor fails to have the equipment repaired within seventy-two (72) hours, the Contractor shall provide substitute equipment of equal type and quality until the City's equipment is returned in operating condition to City's satisfaction.

This Section does not in any way limit the guarantee on any items for which a longer guaranty is specified or on any items which a manufacturer gives a guaranty for a longer period, nor does it limit the other remedies of City in respect to a latent defect, fraud, or implied warranties. Vendor shall furnish City all appropriate guaranties or warranty certificates upon completion of the project.

- O. <u>MSDS</u>. General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
- P. <u>RELIANCE UPON PROFESSIONAL SKILL</u>. It is mutually agreed by the parties that City is relying upon the professional skill of Contractor, and Contractor represents to City that its work shall conform to generally recognized professional standards in the industry. Acceptance of Contractor's work by City does not operate as a release of Contractor's said representation.
- Q. <u>INDEPENDENT CONTRACTOR</u>. It is agreed that Contractor is an independent contractor and all persons working for or under the direction of Contractor are Contractor's agents and employees, and said persons shall not be deemed agents or employees of City.
- R. <u>SUBCONTRACTORS</u>. The City prefers a proposal with a single or primary Contractor. If you propose a multi-Contractor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Contractor is the prime contractor and is solely responsible for all of the Contractor's subcontractors.

- S. <u>BUSINESS LICENSE</u>. For any work done within the City of Mountain View, Contractor shall obtain, prior to issuance of a Purchase Order, and maintain a valid business license from City. Business license applications are available online at http://mountainview.gov/depts/fasd/forms.asp or at City Hall, 500 Castro Street, Second Floor, Finance Lobby.
- T. <u>ATTACHMENTS OR EXHIBITS</u>. Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
- U. <u>WAIVER</u>. The failure of City to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that City may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.
- V. <u>HEADINGS</u>. The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.
- W. <u>PUBLIC RECORDS</u>. The parties recognize and acknowledge that City is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.
- X. <u>SEVERABILITY</u>. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
- Y. <u>AUTHORITY TO EXECUTE</u>. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
- Z. <u>ENTIRE AGREEMENT</u>. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.
- AA. <u>CHANGE ORDER</u>. Contractor will secure prior written approval from the City's Purchasing Division for any change orders which may impact project

price and schedule. The Contractor agrees to waive his/her rights of any claim if any out-of-scope work is carried out without an approved change order signed by the City's Purchasing Agent. If the City initiates a change order, a detailed cost proposal shall be submitted by Contractor within seven (7) calendar days for City's approval.

- BB. The Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations. All safety orders, rules, and recommendations of the Division of Industrial Relations of the State of California and OSHA, applicable to all the work performed under this contract, shall be obeyed and enforced by the Contractor.
- CC. <u>BACKGROUND CHECKS</u>. All Contractor's employees and sub-contractor's employees servicing the City's account must be enrolled in the "Live Scan" fingerprint program and the Department of Justice shall determine whether any individuals have been arrested or convicted of a violent or serious felony or has a pending criminal proceeding for a felony as defined in Section 45122.1 of the California Education Code. This report must be received and accepted by the City from the Department of Justice prior to Contractor's employees and sub-contractor employees beginning work. No Contractor, Contractor employees, sub-contractor or sub-contractor's employees shall commence or continue work without clearance from the Department of Justice.

All required fees related to the Live Scan application process and other travel costs and time associated with security clearance will be the responsibility of the Contractor.

The forms and appointments may be obtained from the Mountain View Police Department at 650-903-6344. Each applicant will make an appointment to obtain an application and to have fingerprints taken; charges will apply at this time (Fifty-Two Dollars (\$52) per applicant). The clearance process takes approximately two (2) weeks. After the clearance is given, an appointment should be made with City's Facilities Division who will issue photo Contractor ID badges.

IV. ATTACHMENTS

ATTACHMENT A – SPECIFICATIONS AND SCOPE OF WORK

Vendor will provide all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery of multifunction copier equipment, and associated service agreement for approximately 37 convenience copiers. Additionally, Vendor will provide training on new equipment, and trade-in and pick up for current City-owned equipment (see Attachment E, Trade-In Equipment List).

- Vendor will maintain copier system equipment in peak operating condition as per Vendor's published technical data and the specifications stated herein for the duration of the agreement.
- Vendor will replace equipment which falls below the minimum performance requirements with new, like new, or upgraded equipment.
- Vendor's Service Technicians shall be properly trained in servicing and maintaining the equipment and software offered. Vendor will provide proof of such training in the proposal.

1. Training

- Within one (1) business day of completion of delivery, set-up, installation, and network connection, Vendor will provide four (4) hours of on-site training at each copier location in the City by a factory-certified trainer.
- Training shall include in-depth coverage on all hardware and software systems, including, but not limited to, copier features and functionality, network printing, scanning, document management and storage, web applications, and business processes.
- Additional training by Vendor's senior support staff which are knowledgeable on advanced equipment functions shall be provided throughout the duration of this agreement at no additional cost.

2. **Pricing**

Vendor will invoice the City on a quarterly basis in arrears for the fleet of copier equipment. Invoicing shall include equipment system's per-month unit pricing to be billed quarterly, plus usage for the same period billed at agreed-upon rate for black and white and color copies, as applicable.

- All prices shall be held firm for the term of this agreement.
- All prices are net prices and are subject to applicable Federal, State and/or local taxes.
- The rental rate and cost per copy pricing stated above shall be full compensation for all products and services associated with this agreement. This includes, but is not limited to: all hardware and accessories, software and licensing, all maintenance services (parts and labor), operating supplies (except print media and staples), installation and removal services, training, billing, customer service, and sales support and reports.

3. Delivery and Installation of Additional Equipment

- New equipment shall be delivered within thirty (30) days after receipt of an executed Purchase Order.
- Within four (4) business hours after delivery, Vendor's service technician shall arrive on-site, set up, and install all equipment listed on Exhibit A Equipment List, and test all features and functionality to ensure the complete system is in perfect working order.
- There shall be no additional charges for delivery and installation services.
- Vendor shall remove all crates, wrappings, etc., and keep City premises free from accumulation of waste materials.

4. **Maintenance**

- Vendor shall provide all service and maintenance on all Vendors' equipment listed on Attachment C, Equipment List and Price Proposal.
- Vendor will respond on-site to service requests within four (4) hours after call is received at a minimum of 95 percent of the time. On-site response is required. A courtesy callback does not satisfy this requirement.
- Preventative maintenance shall be scheduled by Vendor and coordinated with City's print room coordinator at each location on an as-needed basis.
- If Vendor's service department determines that the unit in place cannot be repaired within seventy-two (72) hours of the time the call was originally placed, Vendor will, at Vendor's expense, remove the defective copy system and furnish the City with another copy system of the same model and system

- features. The replacement unit shall be delivered in place, set-up and installed within seventy-two (72) hours of the original call for service.
- Upon installation, any replacement copier equipment shall assume all the terms and conditions of the agreement as if it was the original equipment.
- Services shall be furnished to the City between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

5. **Equipment Movement**

- All equipment movement services shall be provided by Vendor. There shall be no charges for installation and removal services; however, internal movement may be billed at agreed-upon rates.
- If required and agreed upon in advance by the City, reasonable cost for special rigging will be paid by the City. Copies of third-party billings shall accompany invoices.

6. **Equipment Performance**

- Equipment shall be defined as a complete system consisting of copiernetwork printer/scanner, fax, duplexer, document feeder, paper trays, sorter, finisher, operating software, and other auxiliary attachments as installed. Failure of any installed component shall mean failure of the entire system.
- The copier systems provided by Vendor shall perform to the manufacturer's specifications for a minimum of 95 percent "up-time" of the available business hours.
- Vendor shall replace any copier system that does not meet the 95 percent "uptime" requirement for any sixty (60) day period with an equal or better model approved by the City. Such replacement shall be made at no additional cost to the City.
- Each machine shall average no less than fifty thousand (50,000) copies between service calls within any sixty (60) day period. Vendor shall replace any equipment that does not meet this standard performance requirement with an equal or better copier approved by the City. Such replacement shall be made at no additional cost to the City.

- Upon installation, any replacement copier system equipment shall assume all the terms and conditions of this Agreement and as if it was the original equipment.
- Failure to correct and/or replace the nonperforming copier system within seventy-two (72) hours shall be grounds for immediate termination of this Agreement, without early cancellation penalties or any further financial obligation by City.

7. Billing

- Billing shall be in arrears on a quarterly basis. Invoices shall be received by the City within ten (10) days after the billing cycle has closed. The system shall be clearly identified by model number, serial number, and physical location and meter readings for the billing cycle.
- Copies shall be reconciled on a cumulative basis on the same quarterly basis
 as the copier system and appear as a separate line item on the same invoice.
 No monthly bill will be paid until invoices for all copier systems and copies
 have been received.
- Upon request, Vendor shall provide a quarterly maintenance history. This report shall accompany the quarterly invoice in the next billing cycle.
- The City will provide meter readings to Vendor on a monthly basis. If no meter readings are provided by the City, Vendor may average the usage for that billing cycle. Adjustments for actual meter readings will be reflected on the next billing statement. E-connectivity for meter reporting systems MUST be approved by City's IT Department prior to installation.
- Any errors or discrepancies in billing not associated with the City's responsibility for providing meter readings will be adjusted by the City and the corrected amount will be paid in the current billing cycle. Credits issued by Vendor to correct these errors or discrepancies shall be for Vendor's internal use only.

8. **Termination**

• Failure by Vendor to comply with any term or condition of this agreement shall be grounds for immediate termination of the Purchase Order without early cancellation penalties or any further financial obligation by City.

- At the end of the term of this agreement, the City will notify Vendor with thirty (30) days written notice of its intent to return the equipment. Upon receipt of such notice, Vendor shall, at Vendor's expense, disconnect, unassemble, remove, and transport copier system from the City's location. Vendor shall assume full ownership and liability when Vendor's service representatives begin the disconnection and removal process.
- Vendor shall remove all City files and erase all images from each machine and every hard drive before equipment is removed from premises, per National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization, SP 800-88 Rev 1 (2014). Vendors shall certify that each machine (by serial number) has been cleaned, reformatted, and free from all City files and/or images, including, but not limited to, template forms, copied images, print job, scanned images, faxed images, e-mail addresses, user groups, PIN numbers, accounting systems, etc. Certification must accompany final invoicing.

9. **Equipment Specification**

The specifications listed in the Equipment List, Attachment C, describe new, current production models, multifunction network print devices for the City. There are ten (10) major categories of multifunction copier equipment based on size, speed, and color options, with a variety of upgrade and finishing options. All categories shall have like print drivers and operating systems, and shall meet the minimum specifications, where applicable. Deviations MUST be noted in the Comments section. All parts, equipment, and accessories shall be of new construction and conform in quality of materials and workmanship to recognized industry standards. The unit shall be designed so that all parts are readily accessible for inspection, adjustment, or repairs.

ATTACHMENT B – COVER PAGE: PROPOSER'S INFORMATION

(Please include this as part of your Proposal submittal.)

PROPOSER					
Company:	Name:[PRINT OR TYPE]				
Federal Tax I.D. No.					
Street Address:	Signature*				
City:	Title				
State: Zip Code:	Date				
Tel. No Fax No	* Authorized Signature: The signer declares under regulty of				
E-Mail	the company or organization to the terms of this agreement. The signer further understands and agrees that the conditions set				
	forth in the instructions to vendors, the terms and condition and the specifications, together with the RFP, its attachment and amendments, Proposal, and any other documents submitte in response to the foregoing, shall form a part of and be construed with the PO.				
ADDENDA					
<u>-</u>	ived each addendum, check the appropriate ge receipt of addendum/addenda may be :				
Addendum number(s) received: $1 \Box$	2 🗆 3 🗆				
Or, □ No addendum/addenda were re	ceived				

ATTACHMENT C-EQUIPMENT LIST AND PRICE PROPOSAL

These specifications describe new, current production models, multifunction network print devices for the City of Mountain View. There are ten (10) major categories of multifunction copier equipment based on size, speed, and color options, with a variety of upgrade and finishing options. All categories shall have like print drivers and operating systems, and shall meet the minimum specification below, where applicable. Deviations MUST be noted in the Comments section. All parts, equipment, and accessories shall be of new construction and conform in quality of materials and workmanship to recognized industry standards. The unit shall be designed so that all parts are readily accessible for inspection, adjustment or repairs.

SPECIFICATIONS		MEETS SPECIFICATIONS		COMMENTS
		Yes	No	
	General Requirements			
1.	Digital Technology and Network Connectivity: Must include network print/scan/fax kit to support Windows 7,8,10 as well as Server 2008, 2012, 2016. Connection to LDAP server.			
2.	Capable to run 20 lb. recycled bond, 80 lb. cover, and up to 110 lb. index stock through drawers.			
3.	Green sustainability and low carbon footprint. EPEAT rated. Recyclable toner cartridges. Low emissions.			
4.	Intuitive, touch-screen operation, with similar print drivers and operating systems for all equipment categories.			
5.	Upgraded hard drive for faster output and processing speeds. <i>Please specify:</i>			

	SPECIFICATIONS		ETS CATIONS No	COMMENTS
6.	User selectable features include: • Auto Paper Select • Auto Duplexing • Auto Reduction Enlargement • Auto Tray Switching • Book Copy • Covers/Slip Sheets • Edge Erase • Image Centering • Job Interrupt • Job Presets • Job Memory/Job Recall • Custom Setting • Mixed Size Originals • Photo Mode • Scan Once Print Many • Batch Mode • Sleep Mode • Power/Energy Save Mode • Multiple Copies up to 999	Yes		
7.	Reversing single-pass feeder.			
8.	Printer Language: PCL5c/6, and Adobe PostScript3			
	PDF Print direct to printer.			
9.	Interfaces: Ethernet 100/1000T			

	SPECIFICATIONS		ETS ATIONS No	COMMENTS
10.	Scan protocols (embedded): • TCP/IP • Outlook Exchange Interface • Holds 1,000 E-Mail Addresses • Individual and Group Sends • Scan to Folder SMB/FTP/NCP	Yes	No	
11.	Fax protocols: • Highly preferable to integrate with Shoretel VoIP system with RightFax module.			
12.	File Formats: TIFF/JPEG/PDF-A			
13.	Network TWAIN Driver			
14.	 Web-Based Management Check Job Status Manage One-Touch E-Mail Addresses Troubleshoot Malfunctions 			
15.	Desktop Document Management			
16.	Device Management System			
17.	Scan Routing Management			
18.	Secure Socket Layer Support			
19.	Installation includes unpackaging, set in place, assembly, leveling, calibrations, network print and scan connection, programming to match existing unit defaults, and one-touch settings.			

SPECIFICATIONS		MEETS SPECIFICATIONS		COMMENTS
		Yes	No	
20.	Training includes 4 hours (two 2-hour sessions) of high-level primary operator training for each installation, and unlimited follow-up training throughout the term of the agreement.			
	Lot 1: Multifunction Copiers			
	Category 1—Desktop B&W unit			Make and Model Quoted:
	Sharp AL-2041 or equal			
1.	A minimum of 16 ppm copy and print output speed.			
2.	Paper Capacity: One 250-sheet paper tray, user-adjustable paper size. 1. Multipurpose 50-sheet bypass tray. 2. Up to 24 lb. bond in standard trays, and up to 42 lb. bond in bypass tray.			
3.	Copy size up to 8-1/2"x14"			
4.	Color Scan			
5.	Duplexing			
6.	Resolution output: 600x600 dpi.			
7.	Memory: 500 MB or greater Hard Drive: (please specify)			
	EPEAT Rating: (please specify)			

	SPECIFICATIONS		ETS CATIONS	COMMENTS
		Yes	No	
	Category 2—Small B&W Console Sharp MX-M265N or equal			Make and Model Quoted:
1.	A minimum of 26 ppm copy and print output speed.			
2.	Paper Capacity: Two 500-sheet paper trays, one with 8-1/2"x11" paper size and one adjustable paper size. Two additional 500-sheet adjustable trays. One multipurpose 100-sheet bypass tray. Up to 28 lb. bond in standard trays, and up to 110 lb. bond in bypass tray.			
3.	Copy/Scan/Print size up to 11"x17"			
4.	Color Scan			
5.	Ability to run plain paper, transparencies, envelopes, cardstock, and recycled.			
6.	Scan speed: 56 B/W ipm @ 200 dpi.			
7.	Resolution output: 600x600 dpi.			
8.	Memory: 2 GB or greater Hard Drive: 250 GB or greater. (<i>Please specify</i>)			

SPECIFICATIONS		MEI SPECIFIC		COMMENTS
		Yes	No	
9.	G3 Fax Protocol Dual Access Group Dial Paperless Fax Forward Options Upgrade Fax Memory (please specify)			
10.	Finisher: Proof Tray and Shift Tray Offset Stacking, Two-Position Stapling with 50-Sheet Capacity 3-Hole Punch 500 Minimum Capacity (please specify)			

	SPECIFICATIONS		ETS	COMMENTS
			CATIONS	
		Yes	No	
	Category 3 – Medium B&W Console			Make and Model Quoted:
	Sharp MX-M363N or equal			
1.	A minimum of 36 ppm copy and print output			
	speed.			
2.	Paper Capacity:			
	Two 500-sheet paper trays, one with 8-1/2"x11"			
	paper size and one adjustable paper size.			
	Two additional 500-sheet adjustable trays.			
	One multipurpose 100-sheet bypass tray.			
	Up to 24 lb. bond in standard trays, and up to 42			
	lb. bond in bypass tray.			
	Optional Capacity:			
	One large capacity tray 2,000-sheet minimum.			
2	<u> </u>			
3.	Copy/Scan/Print size up to 11"x17"			
4.	Ability to run plain paper, transparencies,			
	envelopes, cardstock, and recycled.			
5.	Scan speed: 50 B/W ipm @ 200 dpi,			
	50 Color ipm @ 400 dpi			
6.	Resolution output: 600x600 dpi.			

SPECIFICATIONS		MEETS SPECIFICATIONS Yes No		COMMENTS
7.	Memory: 2GB or greater Hard Drive: 30 GB or greater. (Please specify)	169	110	
8.	G3 Fax Protocol Dual Access Group Dial Paperless Fax Forward Options Upgrade Fax Memory (please specify)			
9.	Finisher: Proof Tray and Shift Tray Offset Stacking, Two-Position Stapling with 50-Sheet Capacity 3-Hole Punch 500 Minimum Capacity (please specify)			
10.	Color Scan			

	SPECIFICATIONS		ETS CATIONS	COMMENTS
	SI ECH ICATIONS	Yes	No	COMMENTS
	Category 4 – Medium/Large B&W Console Sharp MX-M453N or equal			Make and Model Quoted:
1.	A minimum of 45 ppm copy and print output speed.			
2.	Paper Capacity: Two 500-sheet paper trays, one with 8-1/2"x11" paper size and one adjustable paper size. Two additional 500-sheet adjustable trays.			
	One multipurpose 100-sheet bypass tray. Up to 24 lb. bond in standard trays, and up to 42 lb. bond in bypass tray.			
	Optional Capacity: One large-capacity tray, 2,000 sheet minimum.			
3.	Copy/Scan/Print size up to 11"x17"			
4.	Ability to run plain paper, transparencies, envelopes, cardstock, and recycled.			
5.	Scan speed: 50 B/W ipm @ 200 dpi, 29 Color ipm @ 200 dpi			
6.	Resolution output: 600x600 dpi.			
7.	Memory: 2 GB or greater Hard Drive: 30 GB or greater. (Please specify)			

SPECIFICATIONS		MEETS SPECIFICATIONS Yes No		COMMENTS
8.	G3 Fax Protocol Dual Access Group Dial Paperless Fax Forward Options Upgrade Fax Memory (please specify)	2 90		
9.	Finisher: Proof Tray and Shift Tray Offset Stacking, Two-Position Stapling with 50-Sheet Capacity 3-Hole Punch 500 Minimum Capacity (please specify)			
10.	Color Scan			

SPECIFICATIONS		MEETS SPECIFICATIONS		COMMENTS
	SI ECHTCATIONS		No	COMMENTS
	Category 5 – Large B/W Console Sharp MX-M503N or equal			Make and Model Quoted:
1.	A minimum of 50 ppm copy and print output speed.			
2.	Paper Capacity: Two 500-sheet paper trays, one with 8-1/2"x11" paper size and one adjustable paper size. Two additional 500-sheet adjustable trays. One multipurpose 100-sheet bypass tray. Up to 24 lb. bond in standard trays, and up to 42 lb. bond in bypass tray. Optional Capacity:			
	One large-capacity tray, 2,000 sheet minimum.			
3.	Copy/Scan/Print size up to 11" x 17"			
4.	Ability to run plain paper, transparencies, envelopes, cardstock, and recycled.			
5.	Scan speed: 50 B/W ipm @ 200 dpi, 29 Color ipm @ 200 dpi			
6.	Resolution output: 600x600 dpi.			
7.	Memory: 2 GB or greater Hard Drive: 30 GB or greater. (Please specify)			

SPECIFICATIONS		MEETS SPECIFICATIONS Yes No		COMMENTS
8.	G3 Fax Protocol Dual Access Group Dial Paperless Fax Forward Options Upgrade Fax Memory (please specify)	165		
9.	Finisher: Proof Tray and Shift Tray Offset Stacking, Two-Position Stapling with 50-Sheet Capacity 3-Hole Punch 500 Minimum Capacity (please specify)			
10.	Color Scan			

SPECIFICATIONS		MEETS SPECIFICATIONS		COMMENTS
	SI ECHTCATIONS		No	COMMENTS
	Category 6 — Small Color Console Sharp MX-2615N or equal			Make and Model Quoted:
1.	A minimum of 26 ppm copy and print output speed.			
2.	Paper Capacity: Two 500-sheet paper trays, one with 8-1/2"x11" paper size and one adjustable paper size. Two additional 500-sheet adjustable trays. One multipurpose 100-sheet bypass tray. Up to 24 lb. bond in standard trays, and up to 42 lb. bond in bypass tray. Optional Capacity: One large-capacity tray, 2,000 sheet minimum.			
3.	Copy/Scan/Print size up to 11"x17"			
4.	Ability to run plain paper, transparencies, envelopes, cardstock, and recycled.			
5.	Scan speed: 50 B/W ipm @ 200 dpi, 35 Color ipm @ 200 dpi			
6.	Resolution output: 600x600 dpi.			
7.	Memory: 2 GB or greater Hard Drive: 30 GB or greater. (Please specify)			

	SPECIFICATIONS	MEI SPECIFIC		COMMENTS
		Yes	No	
8.	G3 Fax Protocol Dual Access Group Dial Paperless Fax Forward Options Upgrade Fax Memory (please specify)			
9.	Finisher: Proof Tray and Shift Tray Offset Stacking, Two-Position Stapling with 50-Sheet Capacity 3-Hole Punch 500 Minimum Capacity (please specify)			

	SPECIFICATIONS	ME SPECIFIC		COMMENTS
	or Ech Territorio	Yes	No	
	Category 7 – Medium Color Console Sharp MX-3115N or equal			Make and Model Quoted:
1.	A minimum of 31 ppm copy and print output speed.			
2.	Paper Capacity: Two 500-sheet paper trays, one with 8-1/2"x11" paper size and one adjustable paper size. Two additional 500-sheet adjustable trays. One multipurpose 100-sheet bypass tray. Up to 24 lb. bond in standard trays, and up to 42 lb. bond in bypass tray. Optional Capacity: One large-capacity tray, 2,000 sheet minimum.			
3.	Copy/Scan/Print size up to 11"x17"			
4.	Ability to run plain paper, transparencies, envelopes, cardstock, and recycled.			
5.	Scan speed: 50 B/W ipm @ 200 dpi, 35 Color ipm @ 200 dpi			
6.	Resolution output: 600x600 dpi.			
7.	Memory: 2 GB or greater Hard Drive: 30 GB or greater. (Please specify)			

	SPECIFICATIONS	MEI SPECIFIC		COMMENTS
		Yes	No	
8.	G3 Fax Protocol Dual Access Group Dial Paperless Fax Forward Options Upgrade Fax Memory (please specify)			
9.	Finisher: Proof Tray and Shift Tray Offset Stacking, Two-Position Stapling with 50-Sheet Capacity 3-Hole Punch 500 Minimum Capacity (please specify)			

	SPECIFICATIONS	ME SPECIFIC		COMMENTS
	SI ECHICATIONS	Yes	No	COMMENTS
	Category 8 – Large Color Console Sharp MX-4141N or Equal			Make and Model Quoted:
1.	A minimum of 40 ppm copy and print output speed.			
2.	Paper Capacity: Two 500-sheet paper trays, one with 8-1/2"x11" paper size and one adjustable paper size. Two additional 500-sheet adjustable trays. One multipurpose 100-sheet bypass tray.			
	Up to 24 lb. bond in standard trays, and up to 42 lb. bond in bypass tray.			
	Optional Capacity: One large-capacity tray, 2,000 sheet minimum.			
3.	Copy/Scan/Print size up to 11"x17"			
4.	Ability to run plain paper, transparencies, envelopes, cardstock, and recycled.			
5.	Scan speed: 50 B/W ipm @ 200 dpi, 50 Color ipm @ 400 dpi			
6.	Resolution output: 600x600 dpi.			
7.	Memory: 2 GB or greater Hard Drive: 30 GB or greater. (Please specify)			

	SPECIFICATIONS	MEI SPECIFIC		COMMENTS
		Yes	No	
8.	G3 Fax Protocol Dual Access Group Dial Paperless Fax Forward Options Upgrade Fax Memory (please specify)			
9.	Finisher: Proof Tray and Shift Tray Offset Stacking, Two-Position Stapling with 50-Sheet Capacity 3-Hole Punch 500 Minimum Capacity (please specify)			

	SPECIFICATIONS	ME SPECIFIC		COMMENTS
	SI ECH ICITIONS	Yes	No	COMMILIATO
	Category 9 – Large Color Console Sharp MX-5141N or equal			Make and Model Quoted:
1.	A minimum of 51 ppm copy and print output speed.			
2.	Paper Capacity: Two 500-sheet paper trays, one with 8-1/2"x11" paper size and one adjustable paper size. Two additional 500-sheet adjustable trays. One multipurpose 100-sheet bypass tray. Up to 24 lb. bond in standard trays, and up to 42 lb. bond in bypass tray. Optional Capacity: One large-capacity tray 2,000 sheet minimum.			
3.	Copy/Scan/Print size up to 11"x17"			
4.	Ability to run plain paper, transparencies, envelopes, cardstock, and recycled.			
5.	Scan speed: 50 B/W ipm @ 200 dpi, 35 Color ipm @ 200 dpi			
6.	Resolution output: 600x600 dpi.			
7.	Memory: 2 GB or greater Hard Drive: 30 GB or greater. (Please specify)			

	SPECIFICATIONS	MEI SPECIFIC	CATIONS	COMMENTS
		Yes	No	
8.	G3 Fax Protocol Dual Access Group Dial Paperless Fax Forward Options Upgrade Fax Memory (please specify)			
9.	Finisher: Proof Tray and Shift Tray Offset Stacking, Two-Position Stapling with 50-Sheet Capacity 3-Hole Punch 500 Minimum Capacity (please specify)			

	SPECIFICATIONS	MEI SPECIFIC		COMMENTS
		Yes	No	
	Category 10 – Large B&W Print Console HP 9040DN or equal			Make and Model Quoted:
1.	A minimum of 40 ppm print output speed.			
2.	Paper Capacity: Two 500-sheet paper trays, one with 8-1/2"x11" paper size and one adjustable paper size.			
	Two additional 500-sheet adjustable trays.			
	One multipurpose 100-sheet bypass tray.			
	Up to 24 lb. bond in standard trays, and up to 42 lb. bond in bypass tray.			
	Optional Capacity: One large-capacity tray 2,000 sheet minimum.			
3.	Print size up to 11"x17"			
4.	Ability to run plain paper, transparencies, envelopes, cardstock, and recycled.			
5.	Resolution output: 1200 x 1040 dpi.			
6.	Memory: 2 GB or greater Hard Drive: 30 GB or greater. (<i>Please specify</i>)			
7.	Finisher: Staple/2- and 3-hole punch. 8-bin mailbox, assignable to specific users.			

PRICE PROPOSAL

Option 1: 48-MONTH TERM EQUIPMENT LEASE

<u>Item</u>	Qty.	<u>U/M</u>	Des	scription	Unit Price/Month	Unit Price/Yr.	Yearly Price x Qty.
1.	1	EA	Cat	tegory 1 – Desktop Unit, 16 CPM	\$	\$	\$
2.	12	EA	Cat	tegory 2—Small Console, 26 CPM	\$	\$	\$
3.	4	EA	Cat	tegory 3 – Medium Console, 36 CPM	\$	\$	\$
4.	0	EA	Cat	tegory 4 – Medium/Large Console, 45 CPM	\$	\$	\$
5.	1	EA	Cat	tegory 5 – Large Console, 50 CPM	\$	\$	\$
6.	5	EA	Cat	tegory 6 – Small Color Console, 26 CPM	\$	\$	\$
7.	5	EA	Cat	tegory 7 – Medium Color Console, 31 CPM	\$	\$	\$
8.	6	EA	Cat	tegory 8 – Large Color Console, 41 CPM	\$	\$	\$
9.	5	EA	Cat	tegory 9 – Large Color Console, 51 CPM	\$	\$	\$
10.	1	EA	Lar	ge Printer with Eight-Bin Mailbox Sorting Bins	\$	\$	\$
					48-Month Lease N	Net Total \$	
					9.00% 5	Sales Tax \$	_
					48-Month Lease N	Net Total \$	
COST	PER CO	OPY MA	INT	ENANCE PROGRAM			
<u>Item</u>	Qty.	<u>U</u>	J/M	Description		Unit Price/Yr.	Yearly Price x Qty.
11.	2,600,	.000	EΑ	Black and White Impressions		\$	\$
12.	480,0	000	EΑ	Color Impressions		\$	\$
<u>ADDI</u>	TIONA	L COST	<u>'S</u>				
<u>Item</u>	<u>Qty</u>	<u>7. U</u>	<u>/M</u>	<u>Description</u>		Unit Price/Yr.	Yearly Price x Qty.
13.	1	J	ОВ	Relocation (building to building)		\$	\$
14.	1	J	ОВ	Relocation (inner-office within same building)		\$	\$
TRAD	E-IN E	QUIPMI	<u>ENT</u>				
15.	1	I	.OT	Trade-In for Used 2011 Copier Equipment, As-I 37 Various Sharp MXM Models <u>and Sizes</u>	s Condition –	\$	

Option 2: 60-MONTH TERM EQUIPMENT LEASE

<u>Item</u>	Qty.	<u>U/M</u>	Des	scription	Unit Price/Month	Unit Price/Yr.	Yearly Price x Qty.
1.	1	EA	Cat	egory 1 – Desktop Unit, 16 CPM	\$	\$	\$
2.	12	EA	Cat	egory 2—Small Console, 26 CPM	\$	\$	\$
3.	4	EA	Cat	egory 3 – Medium Console, 36 CPM	\$	\$	\$
4.	0	EA	Cat	egory 4—Medium/Large Console, 45 CPM	\$	\$	\$
5.	1	EA	Cat	egory 5 – Large Console, 50 CPM	\$	\$	\$
6.	5	EA	Cat	egory 6—Small Color Console, 26 CPM	\$	\$	\$
7.	5	EA	Cat	egory 7 – Medium Color Console, 31 CPM	\$	\$	\$
8.	6	EA	Cat	egory 8 – Large Color Console, 41 CPM	\$	\$	\$
9.	5	EA	Cat	egory 9 – Large Color Console, 51 CPM	\$	\$	\$
10.	1	EA	Lar	ge Printer with Eight-Bin Mailbox Sorting Bins	\$	\$	\$
					60-Month Lease N	Net Total \$	
					9.00% S	Sales Tax \$	
					60-Month Lease N	Net Total \$	
COST	PER CO	PY MA	INT	ENANCE PROGRAM			
<u>Item</u>	Qty.	<u>U</u>	<u>/M</u>	Description		<u>Unit Price/Yr.</u>	Yearly Price x Qty.
11.	2,600,0	000 I	EΑ	Black and White Impressions		\$	\$
12.	480,00	00 I	EΑ	Color Impressions		\$	\$
<u>ADDI</u>	TIONAL	COST	<u>S</u>				
<u>Item</u>	<u>Qty.</u>	<u>U</u>	<u>/M</u>	<u>Description</u>		<u>Unit Price/Yr.</u>	Yearly Price x Qty.
13.	1	J	OB	Relocation (building to building)		\$	\$
14.	1	J	OB	Relocation (inner-office within same building)		\$	\$
TRAD	E-IN EQ	UIPMI	ENT				
<u>Item</u>	Qty.	<u>U</u>	<u>/M</u>	<u>Description</u>		<u>Ye</u>	early Price x Qty.
15.	1	L	OT	Trade-In for Used 2011 Copier Equipment, As-I	s Condition —	\$	
				37 Various Sharp MXM Models and Sizes			

ATTACHMENT D-REFERENCES, SUBCONTRACTORS, EXCEPTIONS

Please provide a minimum of three references where work of a similar size and nature was performed within the past five years.

I. References:

The Proposer is **required** to provide a minimum of three references where work of a similar size and nature was performed within the last three years. This will enable the City of Mountain View to judge the responsibility, experience, skill, and business standing of the Proposer.

	Contact Name: Phone Number: Fax Number: E-mail address:
Client Name:Address:	
Date of Project (when was work performed) Describe what product or service was provided:	E-mail address:
Client Name:Address:	Phone Number:
Date of Project (when was work performed) Describe what product or service was provided:	Fax Number: E-mail address:

services.	tractors that will be performing any of
Work to be Performed	Subcontractor's Name and Address
RFP, please state them here.	ou have any exceptions or clarifications to

ATTACHMENT E – CITY OF MOUNTAIN VIEW-OWNED TRADE-IN EQUIPMENT

Vendor shall remove all City files and erase all images from each machine and every hard drive before equipment is removed from premises, per National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization, SP 800-88 Rev 1 (2014). Vendors shall certify that each machine (by serial number) has been cleaned, reformatted, and free from all City files and/or images, including, but not limited to, template forms, copied images, print job, scanned images, faxed images, e-mail addresses, user groups, PIN numbers, accounting systems, etc. Certification must accompany final invoicing. http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

	Location and Description	Model	Serial No.	Paper	Finisher	Fax	LCT	Trade-In Price
1.	City Clerk's Office 500 Castro St., 3rd Floor Mountain View, CA 94041 Color Copier	MXM3110N	15093041	3x500	Internal	Yes	No	\$
2.	City Manager's Office 500 Castro St., 3rd Floor Mountain View, CA 94041 B&W Copier	MXM453N	15018314	3x500	Internal	Yes	No	\$
3.	Community Development 500 Castro St., 1st Floor Mountain View, CA 94041 B&W Copier	MXM503N	15018031	3x500	External	No	LCT	\$
4.	Community Development 500 Castro St., 1st Floor Mountain View, CA 94041 Color Copier	MX4100N	15133855	3x500	External	Yes	LCT	\$
5.	CSD – Deer Hollow Farm 7550 St. Joseph Avenue Rancho San Antonio Park B&W Copier	MXM283N	0500171X	3x500	Internal	Yes	No	\$
6.	CSD—Parks Division 231 North Whisman Road Mountain View, CA 94043 B&W Copier	MXM363N	0500272X	3x500	Internal	Yes	No	\$
7.	CSD – Performing Arts 500 Castro St. Mercy Street Entrance Mountain View, CA 94041 B&W Copier	MXM453N	15017824	3x500	External	Yes	No	\$
8.	CSD—Recreation Division 201 S. Rengstorff Avenue Mountain View, CA 94040 B&W Copier	MXM503N	05028829	3x500	Internal	Yes	No	\$

	Location and Description	Model	Serial No.	Paper	Finisher	Fax	LCT	Trade-In Price
9.	CSD – Senior Center 266 Escuela Avenue Mountain View, CA 94040 B&W Copier	MXM283N	0500191X	3x500	Internal	Yes	No	\$
10.	CSD – Shoreline Division 3070 Shoreline Blvd. Mountain View, CA 94043 Aischa Standing Crow Extension 6070	MXM283N	0503995X	3x500	Internal	Yes	No	\$
11.	CSD – Shoreline Golf Links Pro Shop 2940 N. Shoreline Blvd. Mountain View, CA 94043 B&W Copier	MXM283N	0500094X	3x500	Internal	Yes	No	\$
12.	Human Resources 500 Castro St., 3rd Floor Mountain View, CA 94041 B&W Copier	MXM453N	05048319	3x500	Internal	Yes	No	\$
13.	FASD – Finance Administration 500 Castro St., 2nd Floor Mountain View, CA 94041 Color Copier	MX4100N	05092988	3x500	Internal	Yes	No	\$
14.	FASD – Copy Center 500 Castro St., 2nd Floor Mountain View, CA 94041 B&W Copier	MXM453N	15018304	3x500	External	Yes	LCT	\$
15.	FASD – Copy Center 500 Castro St., 2nd Floor Mountain View, CA 94041 Color Copier	MX4101N	8510581X	3x500	Internal	No	No	\$
16.	FD – Administration 1000 Villa Street Mountain View, CA 94041 Color Copier	MX4100N	15134455	3x500	Internal	Yes	No	\$
17.	FD—Communications Division 1000 Villa Street Mountain View, CA 94041 EOC—B&W Copier	MXM283N	05019540	3x500	Internal	Yes	No	\$

	Location and Description	Model	Serial No.	Paper	Finisher	Fax	LCT	Trade-In Price
18.	FD—Environmental Safety Division 500 Castro St., 4th Floor Mountain View, CA 94041 Fire Prevention Color Copier	MXM363N	0500428X	3x500	Internal	Yes	No	\$
19.	FD – Fire Station No. 1 251 South Shoreline Blvd. Mountain View, CA 94043 B&W Copier	MXM283N	0500080X	3x500	Internal	Yes	No	\$
20.	FD – Fire Station No. 2 160 Cuesta Drive Mountain View, CA 94041 B&W Copier	MXM283N	0500075X	3x500	Internal	Yes	No	\$
21.	FD – Fire Station No. 3 301 N. Rengstorff Avenue Mountain View, CA 94043 B&W Copier	MXM283N	0500173X	3x500	Internal	Yes	No	\$
22.	FD – Fire Station No. 4 229 North Whisman Road Mountain View, CA 94043 B&W Copier	MXM283N	0500076X	3x500	Internal	Yes	No	\$
23.	FD – Fire Station No. 5 2195 N. Shoreline Blvd. Mountain View, CA 94043 B&W Copier	MXM283N	0500140X	3x500	Internal	Yes	No	\$
24.	LSD – Administration 585 Franklin Street Mountain View, CA 94041 Color Copier	MX-M3110N	15094661	3x500	Internal	Yes	No	\$
25.	LSD – Children's Room 585 Franklin Street Mountain View, CA 94041 Color Copier	MX-M2610N	0506641X	3x500	Internal	Yes	No	\$
26.	LSD—Reference Room 585 Franklin Street Mountain View, CA 94041 B&W Copier	MXM283N	0500093X	3x500	Internal	Yes	No	\$
27.	LSD – History Division 585 Franklin Street Mountain View, CA 94041 B&W Copier	MXM283N	0500082X	3x500	Internal	Yes	No	\$

	Location and Description	Model	Serial No.	Paper	Finisher	Fax	LCT	Trade-In Price
28.	LSD – Support Services 585 Franklin Street Mountain View, CA 94041 Color Copier	MX-M2610N	0511924Y	3x500	Internal	No	No	\$
29.	PD-Investigations 1000 Villa Street Mountain View, CA 94041 B&W Copier	MXM363N	05027000	3x500	Internal	Yes	No	\$
30.	PD – Support Services 1000 Villa Street Mountain View, CA 94041 B&W Copier	MXM283N	0500139X	3x500	Internal	No	No	\$
31.	PSD-Eng. and Env. Compliance Division 231 North Whisman Road Mountain View, CA 94043 B&W Copier	MXM363N	15025254	3x500	Internal	Yes	No	\$
32.	PSD – Administration 231 North Whisman Road Mountain View, CA 94043 B&W Copier	MXM363N	05026990	3x500	Internal	Yes	No	\$
33.	PSD – Fleet Services 231 North Whisman Road Mountain View, CA 94043 B&W Copier	MXM283N	0500197X	3x500	Internal	Yes	No	\$
34.	PSD – Shoreline Maintenance 2606 N. Shoreline Blvd. Mountain View, CA 94043 B&W Copier	MXM283N	05019100	3x500	Internal	Yes	No	\$
35.	PSD – Utilities Division 231 North Whisman Road Mountain View, CA 94043 B&W Copier	MXM283N	0500092X	3x500	Internal	Yes	No	\$
36.	PWD – Administration 500 Castro St., 1st Floor Mountain View, CA 94041 Color Copier	MX5001N	15026635	3x5000	External	Yes	LCT	\$
37.	PWD – Engineering 500 Castro St., 1st Floor Mountain View, CA 94041 B&W Copier	MXM453N	05048339	3x500	Internal	No	No	\$

	Location and Description	Model	Serial No.	Paper	Finisher	Fax	LCT	Trade-In Price
38.	FASD - Accounting	HP9040dn						
	500 Castro St., 2nd Floor	with 8-bin						
	Mountain View, CA 94041	sorter						
	B&W Network Printer	mailbox						\$

Trade-In Net Total	\$